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JIM FRENCH STUDIOS, INC.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re

PROWEST MEDIA CORPORATION,

Debtor.

Case No. 10-12153
(Chapter 11)

**AMENDED MOTION FOR ORDER
FOR EXAMINATION PURSUANT
TO BANKRUPTCY RULE 2004
[Documents, Electronically Stored
Business Records, and Business Premises
of Debtor]**

Jim French Studios, Inc., a secured creditor of the above named Debtor, respectfully requests an Order for Examination pursuant to Bankruptcy Rule 2004 and, in support thereof, represents as follows:

- On June 3, 2010, the Debtor filed a Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code in the above entitled Court. The Debtor remains a debtor-in-possession.
- Secured Creditor Jim French Studios Inc is the holder of a UCC Financing Lien on virtually all of the Debtor's assets, most notably the right to use the brand/trade names "Colt", "Colt Studios", and "Buck Shot". A complete description of Movant's collateral is attached to this Declaration and labeled Exhibit 1. On August 12, 2010, following duly noticed motion by

1 JFS, this Court entered its "Order Modifying Automatic Stay" permitting JFS to enforce its right
2 as a secured creditor against the collateral in question. Also on August 12, 2010, the Court
3 entered its Order Denying Motion for Use of Cash Collateral.

4 3. Following the Court's rulings, the Secured Creditor JFS sent a written request to
5 the Debtor to assemble and allow inspection of the collateral, prior to any actual enforcement of
6 the security interest until expiration of the 14 day stay, pursuant to the express rights of JFS
7 contained in the Security Agreement. A correct copy of this written request is attached to this
8 Motion and labeled Exhibit 2. The Debtor has refused to respond.

9 4. Good cause exists to examine the Debtor by inspecting its business premises
10 located at 120 Loma Vista, Sonoma, Ca and 18350 First Ave., Boyes Hot Springs, CA, to allow
11 the Secured Creditor to perform a physical inventory of its collateral in preparation of its rights to
12 enforce its UCC Financing Lien. Such inspection is necessary to protect the Secured Creditor's
13 collateral rights and to ensure that there is no inadvertent enforcement against items, if any,
14 which are not its collateral. Such inspection is authorized by the terms of the Security
15 Agreement, and is one of the types of examination specified in the Official Form "Subpoena In A
16 Case Under The Bankruptcy Code". It is necessary to conduct this inspection onsite, since the
17 Secured Creditor has no assurance that the Debtor will voluntarily produce the collateral at some
18 offsite location. Further, due to the fact that much of the collateral is intellectual property, it will
19 be necessary to access the Debtor's hard drives to inspect the collateral.

20 5. The Secured Creditor further seeks to inspect and copy certain "documents",
21 including electronically stored information to ensure that its collateral rights have been preserved
22 and to facilitate the lawful enforcement of its collateral rights under Article 9 of the Uniform
23 Commercial Code. These "documents" include the following:

- 24 a) All check registers, disbursement journals, payment ledgers, bank statements,
25 cancelled checks, and documents concerning ACH transfers by the Debtor for the
26 period from May 1, 2010 through August 31, 2010;

- 1 b) All inventory records of the Debtor;
- 2 c) All customer lists of the Debtor;
- 3 d) All photographs, videos, dvds, compact discs, and other electronically stored
- 4 information concerning content using the “Colt”, “Colt Studios”, “Buckshot” and
- 5 other brands set forth on Exhibit 1;
- 6 d) All computer, website, and internet passwords;
- 7 e) All documents concerning the intellectual property identified in the attached
- 8 Exhibit 3;
- 9 f) All documents concerning the licensing agreements identified in the attached
- 10 Exhibit 4.

11 6. Good cause exists to compel the production and examination of these

12 “documents”.

13 7. As to the items shown set forth in Paragraph 6a), the testimony of the Debtor’s

14 CFO Thomas Settle at his 341 hearing and at the various contested matters in this case

15 established that (1) the original Schedules and Statement of Financial Affairs filed by the Debtor

16 in this case contained numerous false statements and material omissions; e.g, the false statement

17 that no compensation had been paid to officers of the Debtor within the year prior to filing, the

18 false statement that the Debtor had made no payments to or for the benefit of insiders within the

19 year prior to filing; (2) the Debtor used cash collateral for the period from the filing date of June

20 3, 2010 to June 18, 2010 without consent of the Secured Creditor or authorization of the Court;

21 (3) the Debtor made an unauthorized post-petition payment of counsel’s retainer (from Movant’s

22 cash collateral); (4) the Debtor either (i) wilfully violated the Court’s interim cash collateral

23 orders by paying two months rent, rather than just the allowed one months rent on the Loma

24 Vista estate occupied by the Debtor’s principals or (ii) if one of those payments was actually

25 made prepetition, falsely omitted it from Question 3 on the Statement of Financial Affairs. The

26 Secured Creditor requires production of the records of these prepetition and post petition cash

1 disbursements to analyze whether there has been a misuse of cash collateral and to determine its
2 remedies.

3 8. As to the remaining items set forth in Paragraph 6, examination is necessary to
4 determine the current status of the Secured Creditor's collateral so as to ensure an orderly
5 enforcement process.

6 WHEREFORE, the Trustee prays that the Court enter its Order for Examination of the
7 Debtor's Documents, Electronically Stored Records, and Business Premises, and for such other
8 and further relief as the Court deems proper.

9 Dated: August 26, 2010

MacConaghy & Barnier, PLC

11 /s/ John H. MacConaghy
12 By John H. MacConaghy
13 *Attorneys for Secured Creditor*
14 *Jim French Studios, Inc.*
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EXHIBIT 1

(a) "Collateral" means the personal property of Debtor listed in Schedule 1(a). From all rights, title and interests of Debtor in the Collateral only, all accounts as that term is defined in section 9102(a)(2) of the California Commercial Code, hereafter acquired by Debtor, from the sale, lease, license and other exploitation of any of the Collateral only, including all accounts receivable, other receivables, and other forms of obligations (other than forms of obligation evidenced by (1) chattel paper, as such term is defined in section 9102(a)(11) of the California Commercial Code, now owned or hereafter acquired by any person or entity, wherever located, (2) documents as that term is defined in section 9102(a)(30) of the California Commercial Code, now owned or hereafter acquired by any person or entity, wherever located, or (3) instruments, as that term is defined in section 9102(a)(47) of the California

Commercial Code) now owned or hereafter acquired by Debtor, wherever located, whether arising out of the sale of goods as defined in section 9102(a)(44) of the California Commercial Code, now owned or hereafter acquired by Debtor, or whether arising out of goods sold; (b) all of Debtor's rights in, to or under all purchase orders or receipts for goods; (c) all money due or to become due to Debtor under all purchase orders and contracts for the sale of goods, including the right to receive the proceeds of those purchase orders; (d) all insurance proceeds and claims against third parties for loss or damage to or destruction of any Collateral; and (e) all collateral security and guaranties of any kind given by any other debtor to Debtor with respect to any of the foregoing.

Schedule 1(a)

Collateral

All rights of ownership in and to the Colt Brand and name, including the names Colt Studio, Cadre, Buckshot Productions, Colt Men, Best of Colt Men, Spurs, Olympus, Colt Calendar Men, Legendary Bodies, LT Collection, TNT Productions and Rip Colt; all Colt magazines, Colt calendars, and Colt videos, films, and DVDs, and all masters, submasters and original footage thereof; the Colt Website; all current and expired customer lists, including names, addresses, telephone numbers, e-mail addresses, and hardware and software; all telephone numbers, including 800-445-2658, 818-985-5786; 818-985-9170 and 888-333-2658; fax number 818-985-2145; the alarm code for the Premises; all post office boxes, including, without limitation, Post Offices Boxes 1608, 1009 and 1933, Studio City, CA 91614; Colt wholesale and retail mail order business; all Colt calendar images other than Jim French/State of Man images in all formats; all office equipment; all negatives of all published images in all Colt magazines, Colt calendars, on the internet and published in or on all other forms; all inventory of all Colt magazines, calendars, videos, films, DVDs and merchandise; all copyrights for all Colt magazines, calendars, DVDs, videos and films; all Colt trademarks and goodwill associated with the previously listed assets; all model releases and related documents for each Colt video, film and DVD; and two vehicles, a 1995 white Chevrolet SV (VIN 1CNDU05d457129769), free and clear of all liabilities, and a 1996 green GMC SV (VIN 101KDM18W8TB506175), subject to a lease with a balance due of \$8,934 as of May 1, 2003, and assignment of the lease from Seller to Buyer; and all other Assets as added to this list by Seller and/or Buyer on or before the Closing Date, including in Schedule 1.1(b).

EXHIBIT 2

John MacConaghy

From: John MacConaghy
Sent: Thursday, August 12, 2010 2:36 PM
To: 'David Chandler'
Cc: 'Jim French'; 'Jeffery Turner'
Subject: Prowest Media

Dear Dave:

Pursuant to the Judge's ruling today my client Jim French Studios Inc hereby demands, as of the entry of the Court's order, the immediate turnover of all "Collateral" as defined in that certain Security Agreement, dated June 10, 2003, including "Proceeds" as defined by Cal. Uniform Commercial Code Section 9315. Specifically and without limitation, we direct your attention to Section 8(c) of the Security Agreement, which requires the Debtor to "(1) Assemble the Collateral and make it available to Secured Party as Secured Party directs. (2) Allow Security Party, its representatives, and its agents to enter the premises where all or any part of the Collateral, the records, or both may be, and remove any or all of it." In this regard, we hereby demand that the Debtor (1) assemble all computer access codes and functioning passwords for its internet operations, (2) sequester and turn over all income from the "Colt" brand websites and other "Colt" brand commercial activities, and (3) provide a date, time, and place for Mr. French or his agents to retrieve his intellectual property.

Without waiving any of my client's rights as a secured creditor, I have spoken with Mr. French about the advisability of voluntarily allowing payment of certain closing payroll and other essential costs incurred by the Debtor in consideration for a cooperative transition process. We welcome this type of dialogue if the Debtor is interested.

Thank you for your anticipated cooperation.

John H. MacConaghy, Esq.

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EXHIBIT 3

Colt/Buckshot/Prowest assets:

Trademarks: Live

COLT MEN-

IC 009. US 021 023 026 036 038. G & S: Pre-recorded video tapes and DVDs in the field of adult entertainment. FIRST USE: 19740200. FIRST USE IN COMMERCE: 19760500

IC 016. US 002 005 022 023 029 037 038 050. G & S: magazines featuring adult entertainment. FIRST USE: 19800400. FIRST USE IN COMMERCE: 19800400

IC 041. US 100 101 107. G & S: entertainment services, namely, providing a web site featuring adult entertainment. FIRST USE: 19980700. FIRST USE IN COMMERCE: 19980700

Serial Number 78240798
Filing Date April 22, 2003
Registration Number 3125595
Registration Date August 8, 2006
Owner (REGISTRANT) Prowest Media Corporation DBA Colt Studio CORPORATION
CALIFORNIA PO BOX 1608 STUDIO CITY CALIFORNIA 91601

COLT STUDIO-

IC 009. US 021 023 026 036 038. G & S: Pre-recorded video tapes and DVDs in the field of adult entertainment. FIRST USE: 19660101. FIRST USE IN COMMERCE: 19660101

IC 016. US 002 005 022 023 029 037 038 050. G & S: Magazines featuring adult entertainment. FIRST USE: 19660101. FIRST USE IN COMMERCE: 19660101

IC 041. US 100 101 107. G & S: entertainment services, namely, providing a web site featuring adult entertainment. FIRST USE: 19660101. FIRST USE IN COMMERCE: 19660101

Serial Number 78240787
Filing Date April 22, 2003
Registration Number 3170530
Registration Date November 14, 2006
Owner (REGISTRANT) Prowest Media Corporation DBA Colt Studio CORPORATION
CALIFORNIA po box 1608 studio city CALIFORNIA 91601

BUCKSHOT PRODUCTION-

IC 009. US 021 023 026 036 038. G & S: Pre-recorded video tapes and DVDs in the field of adult entertainment. FIRST USE: 19760300. FIRST USE IN COMMERCE: 19760300

IC 016. US 002 005 022 023 029 037 038 050. G & S: magazines featuring adult entertainment. FIRST USE: 19760300. FIRST USE IN COMMERCE: 19760300

IC 041. US 100 101 107. G & S: entertainment services, namely, providing a web site featuring adult entertainment. FIRST USE: 19980700. FIRST USE IN COMMERCE: 19980700

Serial Number 78240827
Filing Date April 22, 2003
Registration Number 3134839
Registration Date August 29, 2006
Owner (REGISTRANT) Prowest Media Corporation DBA Colt Studio CORPORATION CALIFORNIA
PO BOX 1608 STUDIO CITY CALIFORNIA 91601

TRADEMARKS: DEAD

Owner (APPLICANT) Prowest Media Corporation CORPORATION CALIFORNIA 1617 Church Street San Francisco CALIFORNIA 94131

SPURS- serial # 78240814

PONY STUDIO- serial # 78254573

FOR MEN WHO LIKE MEN- serial # 78241342

BIGGER IS BTTER- serial # 78224646

JOHN RUTHERFORD- serial # 78218631 (owner- John Rutherford as an individual)

COPYRIGHTS: Registered by Prowest

Colt Studio Group: Copyright Claimant- Prowest Media Corporation d.b.a. COLT Studio Group.
Address: Post Office Box 1550, Boyes Hot Springs, CA 95416 United States.

1. Boy Country- PA0001658305
2. Casting Couch- PA0001660329
3. Colt 40- VA0001702682
4. Couples III- PA0001660325
5. Hangin' Out- PA0001658303
6. Hawai'i- PA0001660315
7. Hooked Up- PA0001660319
8. Inside Out- PA0001660330
9. Massive- PA0001660313
10. Paradise Found- PA0001660327
11. Splish Splash- PA0001660320
12. Strong Will: The Assertion- PA0001660332

Prowest Media Corporation: Copyright Claimant- Prowest Media Corporation d.b.a. Colt Studio

1. Big n' Plenty- PA0001240215
2. Colt men : a Colt Studio presentation- CSN0024752

3. Hog, the leather file- PA0001217765
4. Prowest Media Corporation : web 021504- VA0001260475
5. Prowest Media CSP_003.- VA0001231053
6. Reload- PA0001207137
7. Web 092503.- VA0001241742

Unregistered Works or Reproductions of previously registered works: New works released by Prowest, but never registered for copyright.

Buckshot Productions:

1. Beg for it- DVD
2. Best of Buckshot- DVD
3. Beyond Perfect- DVD
4. Big Rig Extended Cab Premium Edition- DVD
5. Big Rig- DVD
6. Big Rig: Documentary & Bonus Scenes- DVD
7. Big Rig: Video Magazine #6- Printed material
8. Boot Black Blues- DVD
9. Brotherhood- DVD
10. The BuckleRoos Collection- DVD
11. BuckleRoos Part 1- DVD
12. BuckleRoos Part 2- DVD
13. Buckshot: 2010 Calendar- Printed material
14. Buckshot: Boys 2011 Calendar- Printed material
15. The Carl Hardwick collection- DVD
16. Curious- DVD
17. eXposed: The making of a Legend Director's Cut- DVD
18. The Franco Corelli Collection- DVD
19. Fresh off the Vine- DVD
20. Good Hot Stuff- DVD
21. Hard Studies- DVD
22. LeatherBound- DVD
23. LeatherBound: Directors Cut- DVD
24. LeatherBound: Video Magazine #5- Printed material
25. Lotus- DVD
26. Man-to-Man Heat- DVD
27. Man-to-Man Heat 2- DVD
28. The Manly Heat Set- DVD
29. Manly Heat: Quenched- DVD
30. Manly Heat: Scorched- DVD
31. MasterStrokes- DVD
32. Minute Man 14: Men in Uniform- DVD
33. Minute Man 16- DVD
34. Minute Man 18- DVD

35. Muscle Ranch!- DVD
36. Muscle Ranch II- DVD
37. Presenting the Best of Buckshot Productions- DVD
38. Pumping Fever!- DVD
39. Rumper Room- DVD
40. Stud Ranch: Hung N' Strung- DVD
41. Triple Treat- DVD

Colt Studio:

1. The Best of Colt Films: Parts 1 & 2- DVD
2. The Best of Colt Films: Parts 3 & 4- DVD
3. The Best of Colt Films: Parts 5 & 6- DVD
4. The Best of Colt Films: Parts 7 & 8- DVD
5. Colt: Butt Beautiful 2010 Calendar- printed material
6. Colt: Couples 2010 Calendar- printed material
7. Colt: Couples 2011 Calendar- printed material
8. Colt: Cowboy Country- DVD
9. Colt 40- printed material
10. Colt: Hairy Chested 2010 Calendar- printed material
11. Colt: Hairy Chested 2011 Calendar- printed material
12. Colt Icon: Luke Garrett- DVD
13. COLT: Jocks 2011 Calendar- printed material
14. COLT: Leather 2010 Calendar- printed material
15. COLT: Leather 2011 Calendar- printed material
16. COLT: MEN 2010 Calendar- printed material
17. COLT: MEN 2011 Calendar- printed material
18. Colt Men #39 magazine- printed material
19. Colt Men #42 magazine- printed material
20. Colt Men #43 magazine- printed material
21. Couples I: Colt Men on the make- DVD
22. Couples II: More Colt Men on the make- DVD
23. Dual: Taking it Like a Man- DVD
24. Easy Entry- DVD
25. Genuine Leather- DVD
26. Gruff Stuff- DVD
27. Hairy Chested Men 2- DVD
28. Hot Bods- DVD
29. Legendary Bodies – DVD
30. Legendary Bodies 2- DVD
31. Man Country- DVD
32. Muscle Up!- DVD
33. MuscleHeads- DVD
34. Naked Muscles: The New Breed- DVD
35. Open House- DVD

36. Reload: Director's cut- DVD
37. Rip Colt's Sex Rated Home Movies- DVD
38. Rip Colt's Sex Rated Home Movies 2- DVD
39. Rip Colt's Sex Rated Home Movies 3- DVD
40. Ripped: No Pain All Gain- DVD
41. Waterbucks- DVD
42. Waterbucks 2- DVD
43. Wide Strokes- DVD

Minute Man: Solo

1. Minute Man 01- DVD
2. Minute Man 02- DVD
3. Minute Man 03- DVD
4. Minute Man 04: Jackhammer- DVD
5. Minute Man 05: Muscle Fantasies- DVD
6. Minute Man 06: Flex appeal- DVD
7. Minute Man 07: Private Party- DVD
8. Minute Man 15: Hairy Chested Men- DVD
9. Minute Man 21- DVD
10. Minute Man 22- DVD
11. Minute Man 23- DVD
12. Minute Man 24- DVD
13. Minute Man 25: Work It Off- DVD
14. Minute Man 26: The Hard Way- DVD
15. Minute Man 27: Big Shots- DVD
16. Minute Man 28: Peak Experience- DVD
17. Minute Man 29: Built- DVD
18. Minute Man 30: Tough- DVD
19. Minute Man 31: Hangin' Out- DVD
20. Minute Man 32: Hold Tight- DVD
21. Minute Man 33: Heads Up!- DVD
22. Minute Man 34: Big Load- DVD

Olympus:

1. Bodyguards- DVD
2. Casting Couch- DVD
3. Hooked Up- DVD
4. Hostile- DVD

Additional existing copyrights:

There are also over 1000 copyright registrations under "Colt Studio" that were previously done by Jim under his corporate name at the time of "Colt Studio" and "Colt Studio, Inc.". You need to ensure that legal ownership of these copyrights transfers back to the new corporate entity,

"Jim French Studios". I am not sure if Prowest went thru the trouble of having these copyrights transferred over into their name. My sense is that they left them as is, and just assumed ownership under the "Colt Studio, Inc." dba.

Link to Colt Studio copyrights: http://cocatalog.loc.gov/cgi-bin/Pwebrecon.cgi?Search_Arg=colt+studio&Search_Code=NALL&PID=VipYdmx1uGrSOQyGYMoV_-5hc9RM&SEQ=20100818164236&CNT=25&HIST=1

Domain names/URLs:

1. BuckshotDVD.com
2. BuckshotDVDs.com
3. ColtBar.com
4. ColtCash.com
5. ColtDVD.com
6. ColtDVDs.com
7. ColtGear.com
8. ColtMobile.com
9. ColtPromo.com
10. ColtStudio.com
11. ColtStudios.com
12. ColtStudioGroup.com
13. GageWeston.com
14. MitchBranson.com
15. TomChase.com

EXHIBIT 4

New Registered owner of www.ColtStudioGroup.com:

Chargepay B.V.

Lange Nieuwstraat 157

Ijmuiden, North Holland 1972GH

NL

415-437-9800

Licensee of Colt Content to run/operate ColtStudioGroup.com:

Gamma Entertainment/Zubb Media

3300 Blvd. Côte

Vertu, suite 406

Montreal, Quebec, Canada

H4R 2B7

Toll Free: 877.392.7862

Phone: 514.334.0177

Fax: 514.334.7088

Buddyprofits.com: ColtStudioGroup.com affiliate program operator. (a division of ChargePay):

3300 Cote Vertu

Suite 406

Montreal, Quebec H4R 2B7

Canada

Office: 514.334.0177

Toll Free: 877.392.7862
Fax: 514.334.7088

Video On-Demand licensee- AEBN.net:
Lance Blundell, General Counsel
WMM Holdings, LLC
5300 Old Pineville Road, Suite 152
Charlotte, NC 28217
Lance.Blundell@aebn.net
Scott Coffman-President
scoffman@aebn.net

Video On-Demand licensee- NakedSword.com (division of AEBN.net):
Tim Valenti- President
NakedSword.com/Cubik Media
575 7th St
San Francisco, CA 94103
tim@nakedsword.com
(415) 538-9000

Video On-Demand licensee- MaleFlixxx.com (division of Private Media Group):
Eric Johnson- President
Sureflix Digital Distribution Inc.
229 Yonge Street, Suite 408
Toronto, ON M5B 1N9
(416) 907-7859
(416) 848-4783 fax
ericjohnson@sureflix.com

Video On-Demand licensee- Gamelink.com (division of Private Media Group):
Game Link
Ilan Bunimovitz- President
537 Stevenson Street
Suite 100
San Francisco, CA 94103
Tel: 415.575.9700
Fax: 208.460.3429
ilan@gamelink.com

Licensee of the Colt brand name for Lubricants and sex toys:
California Exotic Novelties, LLC
Susan Colvin- President
PO Box 5108
Chino, CA 91708
Phone: (909) 606-1950
Fax: (909) 606-1951

Licensee of Colt films for French Broadcast TV:
PinkTV
Cyrille Marie- President
20/22, rue de Turenne

75004 Paris
FRANCE, EU
011 33 1 55807717
cmarie@pinktv.fr

Licensee of Colt content for Mobile devices:
A3 Media Network/Brickhouse Mobile
1630 Welton Street, Suite 400
Denver, CO 80202 USA
P: 1.303.295.6300
F: 1.303.295.6305

Video On-Demand licensee and DVD wholesale customer- Tlavideo.com.com:
TLA Entertainment Group
Erik Schut- General manager
234 Market Street - 5th Floor
Philadelphia, PA 19106
(267) 765-9832
(215) 733-0637 fax
eschut@tlavideo.com

USA DVD wholesale Distributor (exclusive license for USA wholesale distribution of Colt DVD):
Paladin Video
Stan Loeb- President
6750 Boulder Hwy
Las Vegas, NV 89122
(800) 228-8395
(702) 566-7086 fax
stan@paladinvideo.net

EU DVD wholesale Distributor (exclusive license for EU wholesale distribution of Colt DVD):
BRUNO GMUNDER VERLAG GMBH
Michael Taubenheim- president
Kleiststr. 23-26
D - 10787 Berlin
Germany
011493061500327
0114903061500353 fax
michael.taubenheim@brunogmuender.com